

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

IN THE MATTER OF:

CONNER CREEK CENTER, LLC,

Debtor.

Chapter 7

Case No. 23-48356-TJT

Hon. Thomas J. Tucker

STUART A. GOLD, Trustee,

Plaintiff,

v.

Adversary Proceeding

No.

DOROTHY E. McLEMORE TRUST AND
ANDREW GENE McLEMORE, SR.

Defendants.

COMPLAINT

The Chapter 7 Trustee Stuart A. Gold, by his counsel Gold, Lange, Majoros & Smalarz, P.C., for his Complaint, states:

Jurisdiction

1. This is an adversary proceeding brought pursuant to Sections 105(a), 544(b) and 550 of Title 11 of the United States Code and Fed. R. Bankr. P. 7001(1), 7001(8) & 7001(9) for recharacterization of insider debt, declaratory judgment, and to avoid and recover avoidable transfers.

2. This matter is a core proceeding pursuant to 28 U.S.C. §§ 157(b)(2)(H) over which this Court has jurisdiction pursuant to 28 U.S.C. §1334. Plaintiff consents to entry of a final order or judgment by this Court.

Facts

3. On September 22, 2023, Conner Creek Center, LLC filed a voluntary petition under Chapter 11 of the Bankruptcy Code. On October 25, 2023, the case was converted to Chapter 7.

4. Conner Creek Center, LLC (the “Debtor”) was a Michigan limited liability company with offices at 4777 East Outer Drive, Detroit, Michigan 48234. The Debtor was engaged in the business of commercial real estate leasing.

5. Plaintiff Stuart A. Gold is the duly appointed Chapter 7 Trustee of the Debtor’s bankruptcy estate.

6. Defendant Dorothy E. McLemore Trust (the “McLemore Trust”) is a Michigan Trust with offices at 892 West Boston Blvd., Apt. F, Detroit, MI 48202. The McLemore Trust owned 99% of the membership interest of the Debtor at all times relevant to the complaint.

7. The McLemore Trust is an insider of the Debtor within the meaning of M.C.L. § 566.31(i)(ii)(C) and M.C.L. § 566.31(l).

8. Defendant Andrew Gene McLemore, Sr. (“McLemore”) is an individual who resides at 892 West Boston Blvd., Apt. F, Detroit, MI 48202. McLemore was the managing member of the Debtor and owned 1% of the membership interest of the Debtor at all times relevant to the complaint.

9. McLemore is an insider of the Debtor within the meaning of M.C.L. § 566.31(i)(ii)(A), (B) & (C).

10. McLemore, in his capacity as the managing member of the Debtor, maintained the books and records of the Debtor at all times relevant to the complaint. The Debtor’s financial affairs were controlled by McLemore and his two (2) sons, Andrew G. McLemore, Jr. and Raymond McLemore, all of whom were authorized signatories to the Debtor’s Bank of America general operating account xxxx6246.

11. An outside accounting firm prepared the Debtor’s federal corporate income tax returns for 2017 through 2022, which were signed and filed by McLemore.

12. On December 23, 2015, the Debtor purchased commercial property, a former hospital building, located at 4777 East Outer Drive, Detroit, Michigan 48234.

13. At the inception of the Debtor’s business the defendants did not contribute any equity capital to the Debtor.

14. In 2018, the McLemore Trust purportedly loaned the Debtor \$287,280.00, which loan, and all subsequent purported additions and repayments, were

memorialized on the balance sheets contained in the Debtor's federal corporate income tax returns for the calendar years 2018 through 2022.

15. At the end of the calendar year 2018, the Debtor's 2018 federal income tax return reflected the Debtor was indebted to the McLemore Trust for \$287,280.00 (the "Member Loan").

16. At the end of 2019, the Debtor's 2019 federal income tax return reflected an increase in the Member Loan to \$2,144,901.00.

17. At the end of the calendar year 2020, the Debtor's 2020 federal income tax return reflected the Member Loan balance was reduced to \$1,582,606.00.

18. At the end of the calendar year 2021, the Debtor's 2021 federal income tax return reflected the Member Loan was \$1,448,325.00.

19. At the end of the calendar year 2022, the Debtor's 2022 federal income tax return reflected the Member Loan balance was \$1,008,786.00.

20. There were no member authorizations, no promissory notes, no written loan terms, no loan interest, and no sinking fund prepared or established in connection with the Member Loan. Further, defendants have not produced any documents to substantiate any amount of the Member Loan from the inception of the company through the bankruptcy filing in response to the Court's prior November 21, 2023 Order Compelling Dorothy McLemore Trust, Raymond Scott McLemore, Andrew

Gene McLemore, Sr. and Andrew McLemore, Jr. to Turnover Property of the Bankruptcy Estate. (Bankr. Docket #80)

21. The Debtor's bankruptcy schedules filed with the Bankruptcy Court on October 6, 2023, signed by McLemore, made no mention of the Member Loan.

22. On March 25, 2022, the Debtor obtained a disaster loan of \$350,000.00 from the Small Business Administration ("the SBA loan"). The defendants immediately caused the Debtor to transfer the proceeds of the disaster loan to the McLemore Trust.

23. McLemore caused the Debtor to make six (6) transfers totaling \$399,500.00 out of the Debtor's Bank of America account xxxx6246 to the McLemore Trust's personal Bank of America account xxxx9280 during the period January 14, 2021 through April 25, 2022 as follows:

<u>Date</u>	<u>Method</u>	<u>Amount</u>
1/14/2021	ACH	\$10,000.00
4/21/2021	ACH	\$10,000.00
12/8/2021	ACH	\$10,000.00
2/4/2022	ACH	\$2,000.00
3/4/2022	ACH	\$17,500.00
4/25/2022	ACH	<u>\$350,000.00</u>
	Total	\$399,500.00

("the Trust Transfers"). The Trust Transfers includes the proceeds of the March 25, 2022 SBA loan.

24. McLemore caused the Debtor to make twenty-four (24) payments totaling \$88,640.00 out of the Debtor's Bank of America account xxxx6246 to McLemore's personal Bank of America account xxxx7848 during the period March 14, 2021 through August 4, 2023 as follows:

<u>Date</u>	<u>Method</u>	<u>Amount</u>
3/4/2021	ACH	\$2,000.00
3/11/2021	ACH	\$2,235.00
7/13/2021	ACH	\$2,000.00
8/2/2021	ACH	\$3,000.00
8/10/2021	ACH	\$500.00
9/30/2021	ACH	\$5,000.00
10/4/2021	ACH	\$3,000.00
12/17/2021	ACH	\$5,000.00
1/24/2022	ACH	\$5,000.00
9/6/2022	ACH	\$5,000.00
9/14/2022	ACH	\$10,000.00
9/30/2022	ACH	\$1,000.00
10/11/2022	ACH	\$4,200.00
11/9/2022	ACH	\$2,000.00
12/2/2022	ACH	\$600.00
12/5/2022	ACH	\$6,200.00
1/9/2023	ACH	\$5,000.00
3/10/2023	ACH	\$5,000.00
3/20/2023	ACH	\$2,000.00
4/13/2023	ACH	\$1,100.00
4/14/2023	ACH	\$5,000.00
5/1/2023	ACH	\$5,000.00
6/8/2023	ACH	\$2,910.00
8/4/2023	ACH	\$5,895.00
	Total	\$88,640.00

("the McLemore Transfers").

25. McLemore made and received cash withdrawals from the Debtor's Bank of America account xxxx6246 during the period January 8, 2021 through September 18, 2023 totaling \$637,679.89 as reflected on attached Exhibit A ("the Cash Transfers").

26. The Trust Transfers, McLemore Transfers, and the Cash Transfers, are sometimes collectively referred to collectively as "the Transfers." None of the Transfers were disclosed on Debtor's financial records.

27. The Debtor reported the following gross rentals and income on an accrual basis from the inception of the business through termination of operations:

<u>Year</u>	<u>Revenue</u>	<u>Net Income/Loss</u>
2017	\$2,916,140	\$-166,952
2018	\$1,455,627	\$-745,349
2019	\$1,458,830	\$-303,847
2020	\$2,008,150	\$-251,739
2021	\$2,480,916	\$-109,088
2022	\$3,116,724	\$203,062

28. The Debtor accounted for rents on an accrual basis but it did not collect a substantial amount of the recorded rental revenue.

29. As of the bankruptcy filing date, the Debtor was owed \$3,700,000.00 in unpaid rent from its largest tenant Conner Creek Life Solutions, LLC. Conner Creek Life Solutions, LLC was an entity owned by A-Mac Services, LLC, an entity with offices at 892 West Boston Blvd., Apt. F, Detroit, Michigan 48202. A-Mac Services,

LLC, in turn, was owned and controlled by Andrew McLemore, Andrew G. McLemore, Jr. and Raymond McLemore.

30. By the end of 2022, the Debtor's total reported non-insider debt had mushroomed to \$2,100,000.00.

31. The Debtor received less than reasonably equivalent value from the McLemore Trust in exchange for the Trust Transfers.

32. The Debtor received less than reasonably equivalent value in exchange for any of the McLemore Transfers and Cash Transfers.

33. At the time of the Transfers the Debtor was unable to pay its debts as they came due. For example, at the time of the Transfers, the Debtor was liable for unpaid loans, unpaid water and sewer charges, unpaid gas and electric bills, credit card debt, and vendor payables.

34. As a result of the Transfers, the value of all of the Debtor's remaining assets at fair value was less than all of its liabilities.

35. The Debtor was insolvent on the date of the Transfers or became insolvent as a result of the Transfers within the meaning of M.C.L. §§ 566.32(1) & (2).

36. The Debtor's schedules E/F filed with the Bankruptcy Court in this case reflect that the Debtor has twenty-one (21) creditors asserting general unsecured claims totaling \$1,512,044.00.

37. To date, fifteen (15) creditors have filed proofs of claim against the bankruptcy estate asserting claims totaling \$3,518,618.03. Substantially all of the claimants held their claims against the Debtor at the time of the Transfers and those claims remain unpaid as of the bankruptcy petition date.

Count I
Recharacterization of the Member Loan - Defendant McLemore Trust

38. Plaintiff restates the allegations contained in paragraphs 1 through 37 and incorporates them herein by reference.

39. Defendant's Member Loan should be recharacterized from debt to equity based upon the facts and circumstances showing that the alleged loans are not the product of arm's length negotiations but were actually equity contributions by the defendant insider entity ab initio.

40. The McLemore Trust was never issued any promissory notes by the Debtor.

41. The Member Loan did not contain a fixed maturity date or schedule of payments.

42. The source and expectation of repayment of the alleged Member Loan was the Debtor but depended solely upon the future success of the Debtor's business or new debt refinancing.

43. The Debtor was inadequately capitalized, unprofitable, and had no ability to service the mortgage credit card debt, utility charges, water bills, property taxes, and trade debt.

44. The Member Loan was not memorialized in Debtor's corporate records.

45. The Member Loan has not been substantiated as having been made and there are no records substantiating the Member Loan other than what was reflected in the Debtor's income tax returns.

46. The Debtor had no sinking fund, equity capital or other reserves to pay the Member Loan.

WHEREFORE, plaintiff respectfully requests the Court enter a judgment against the McLemore Trust recharacterizing the Member Loan as equity.

Count II
Voidable Transfers – Defendants McLemore Trust and McLemore

47. Plaintiff restates the allegations contained in paragraphs 1 through 46 and incorporates them herein by reference.

48. The Trust Transfers were made to the McLemore Trust at the direction of McLemore in an effort to defraud the Debtor, the taxing authorities, and Debtor's creditors.

49. Before the Trust Transfers, the Debtor was insolvent.

50. The Trust Transfers were made to and for the benefit of insiders for no consideration.

51. The Trust Transfers were not disclosed in the Debtor's bankruptcy papers.

52. The Trust Transfers represented substantially all of the Debtor's liquid assets.

53. McLemore caused the Debtor to make the Trust Transfers with the intent to hinder, delay, or defraud the Debtor's creditors. 11 U.S.C. §§ 544(b) and M.C.L. § 566.34(1)(a).

54. The Debtor received less than reasonably equivalent value in exchange for the Trust Transfers and: (1) was insolvent on the date of the Trust Transfers or became insolvent as a result of the Trust Transfers; (2) was engaged in business for which any assets remaining with the debtor were unreasonably small in relation to the business; and/or (3) intended to incur, or believed or reasonably should have believed that it would incur debts that would be beyond its ability to pay as such debts matured. Accordingly, the Trust Transfers are avoidable by Plaintiff pursuant to 11 U.S.C. §§ 544(b) and M.C.L. §§ 566.34(1)(b) & 566.35(l).

55. The Transfers were made to the McLemore Trust for the benefit of McLemore within the meaning of 11 U.S.C. § 550(a)(1).

56. The Transfers are avoidable and recoverable from both defendants as voidable transfers pursuant to 11 U.S.C. §§ 544(b) and 550(a).

WHEREFORE, Plaintiff requests entry of a judgment avoiding the Trust Transfers and for a joint and several money judgment of \$399,500.00 plus post-judgment interest pursuant to 28 U.S.C. § 1961(a).

Count III
Voidable Transfer – Defendant McLemore

57. Plaintiff restates the allegations contained in paragraphs 1 through 56 and incorporates them herein by reference.

58. The McLemore Transfers and Cash Transfers were made for McLemore's personal benefit at the direction of McLemore in an effort to defraud the Debtor, taxing authorities, and Debtor's creditors.

59. Before the McLemore Transfers and Cash Transfers, the Debtor was insolvent.

60. The McLemore Transfers and Cash Transfers were made to an insider for no consideration.

61. The McLemore Transfers and Cash Transfers were not disclosed in the Debtor's bankruptcy papers or financial records.

62. The Transfers represented substantially all of the Debtor's liquid assets.

63. The Debtor made the McLemore Transfers and Cash Transfers with the intent to hinder, delay, or defraud the Debtor's creditors. 11 U.S.C. §§ 544(b) and M.C.L. § 566.34(1)(a).

64. The Debtor received less than reasonably equivalent value in exchange for the McLemore Transfers and Cash Transfers and: (1) was insolvent on the date of the McLemore Transfers and Cash Transfers or became insolvent as a result of the transfers; (2) was engaged in business for which any assets remaining with the debtor were unreasonably small in relation to the business; and/or (3) intended to incur, or believed or reasonably should have believed that it would incur debts that would be beyond its ability to pay as such debts matured. Accordingly, the Transfers are avoidable by Plaintiff pursuant to 11 U.S.C. §§ 544(b) and M.C.L. §§ 566.34(1)(b) & 566.35(1).

65. The McLemore Transfers and Cash Transfers were made to or for the benefit of defendant McLemore within the meaning of 11 U.S.C. § 550(a)(1).

66. The Transfers are avoidable and recoverable from defendant McLemore as voidable transfers pursuant to 11 U.S.C. §§ 544(b) and 550(a).

WHEREFORE, Plaintiff requests entry of a judgment avoiding the McLemore Transfers and Cash Transfer and for a money judgment in the amount of \$726,319.89 plus post-judgment interest pursuant to 28 U.S.C. § 1961(a).

Count IV
Transfer by Debtor as Fraud – Defendant McLemore

67. Plaintiff restates the allegations contained in paragraphs 1 through 66 and incorporates them herein by reference.

68. In the event the Court finds the McLemore Transfers and Cash Transfers to McLemore were made for reasonably equivalent value in the form of antecedent debt, then Plaintiff asserts the McLemore Transfers and Cash Transfers that were made within 1 year of the bankruptcy filing are avoidable under M.C.L. § 566.35(2).

69. The Cash Transfers made by the Debtor to McLemore during the period October 6, 2022 through September 18, 2023, in the amount of \$208,975.00, were fraudulent as to creditors that existed before the Cash Transfers because the Cash Transfers were made to insiders, for antecedent debts, the Debtor was insolvent at the time of the Cash Transfers, and defendant had reasonable cause to believe that the Debtor was insolvent. 11 U.S.C. § 544(b), M.C.L. § 566.35(2).

70. The McLemore Transfers made by the Debtor to McLemore during the period October 6, 2022 through September 18, 2023, in the amount of \$44,905.00, were fraudulent as to creditors that existed before the McLemore Transfers because the McLemore Transfers were made to insiders, for antecedent debts, the Debtor was insolvent at the time of the McLemore Transfers, and defendant had reasonable cause to believe that the Debtor was insolvent. 11 U.S.C. § 544(b), M.C.L. § 566.35(2).

71. The Cash Transfers and McLemore Transfers were made for the benefit of defendant and may be avoided, with the value of the Cash Transfers and McLemore Transfers recovered for the benefit of the bankruptcy estate pursuant to 11 U.S.C. § 550(a).

WHEREFORE, Plaintiff requests entry of a money judgment against defendant McLemore for the Cash Transfers in the amount of \$208,975.00 and for the McLemore Transfers in the amount of \$44,905.00, plus post-judgment interest pursuant to 28 U.S.C. § 1961(a).

COUNT V

Unauthorized Distribution to Members – McLemore Trust and McLemore

72. Plaintiff realleges and incorporates by reference paragraphs 1 through 71 of this Complaint.

73. In the event the court finds that any portion of the Transfers constituted a “Distribution” within the meaning of M.C.L. § 450.4102(g), then that portion of the Transfers made within three (3) years of the bankruptcy filing are also recoverable from defendants McLemore Trust and McLemore under M.C.L. §§ 450.4308(1) & 450.4308(3).

74. At the time of and/or as a result of the Transfers to defendants, the Debtor’s total assets were less than the sum of its total liabilities.

75. At the time of the Transfers, the Debtor was unable to pay its debts as the debts came due in the usual course of business.

76. Defendants received the Transfers with knowledge of facts indicating that the Transfers were made in violation of M.C.L. § 450.4307(a) & 450.4307(b).

77. The Transfers constitutes an unauthorized distribution by the Debtor to and for the benefit of defendants, which Plaintiff may recover pursuant to M.C.L. § 450.4308(1) and 11 U.S.C. §§ 542(a), 544(b) & 550.

WHEREFORE, Plaintiff demands a joint and several money judgment against defendants in the amount determined at trial plus post-judgment interest.

Respectfully Submitted,

GOLD, LANGE, MAJOROS &
SMALARZ, P.C.

Dated: September 4, 2024

/s/ Elias T. Majoros
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<u>Date</u>	<u>Method</u>	<u>Payee</u>	<u>Amount</u>
1/8/2021	ACH	Cash Withdrawal	4,495.00
1/14/2021	ACH	Cash Withdrawal	5,380.00
1/22/2021	ACH	Cash Withdrawal	3,785.00
1/29/2021	ACH	Cash Withdrawal	3,870.00
2/5/2021	ACH	Cash Withdrawal	4,235.00
2/12/2021	ACH	Cash Withdrawal	3,660.00
2/19/2021	ACH	Cash Withdrawal	3,225.00
2/26/2021	ACH	Cash Withdrawal	4,235.00
3/5/2021	ACH	Cash Withdrawal	4,145.00
3/12/2021	ACH	Cash Withdrawal	4,150.00
3/19/2021	ACH	Cash Withdrawal	3,590.00
3/26/2021	ACH	Cash Withdrawal	3,725.00
4/2/2021	ACH	Cash Withdrawal	4,135.00
4/9/2021	ACH	Cash Withdrawal	3,785.00
4/16/2021	ACH	Cash Withdrawal	4,250.00
4/23/2021	ACH	Cash Withdrawal	3,785.00
4/30/2021	ACH	Cash Withdrawal	3,790.00
5/7/2021	ACH	Cash Withdrawal	3,785.00
5/14/2021	ACH	Cash Withdrawal	3,825.00
5/21/2021	ACH	Cash Withdrawal	4,220.00
5/28/2021	ACH	Cash Withdrawal	4,390.00
6/3/2021	ACH	Cash Withdrawal	8,400.00
6/4/2021	ACH	Cash Withdrawal	3,680.00
6/11/2021	ACH	Cash Withdrawal	4,100.00
6/18/2021	ACH	Cash Withdrawal	4,130.00
6/25/2021	ACH	Cash Withdrawal	4,525.00
7/2/2021	ACH	Cash Withdrawal	4,075.00
7/9/2021	ACH	Cash Withdrawal	3,665.00
7/16/2021	ACH	Cash Withdrawal	3,790.00
7/23/2021	ACH	Cash Withdrawal	3,960.00
7/30/2021	ACH	Cash Withdrawal	3,760.00
8/6/2021	ACH	Cash Withdrawal	3,795.00
8/13/2021	ACH	Cash Withdrawal	3,860.00
8/20/2021	ACH	Cash Withdrawal	3,775.00
8/26/2021	ACH	Cash Withdrawal	4,110.00
9/3/2021	ACH	Cash Withdrawal	3,675.00
9/3/2021	ACH	Cash Withdrawal	269.89
9/9/2021	ACH	Cash Withdrawal	3,735.00
9/16/2021	ACH	Cash Withdrawal	4,275.00
9/24/2021	ACH	Cash Withdrawal	3,925.00
10/1/2021	ACH	Cash Withdrawal	3,945.00
10/4/2021	ACH	Cash Withdrawal	2,000.00
10/6/2021	ACH	Cash Withdrawal	3,860.00
10/6/2021	ACH	Cash Withdrawal	1,000.00
10/13/2021	ACH	Cash Withdrawal	300.00
10/14/2021	ACH	Cash Withdrawal	4,360.00

EXHIBIT A

10/20/2021	ACH	Cash Withdrawal	250.00
10/21/2021	ACH	Cash Withdrawal	4,605.00
10/29/2021	ACH	Cash Withdrawal	4,850.00
11/1/2021	ACH	Cash Withdrawal	3,500.00
11/4/2021	ACH	Cash Withdrawal	4,190.00
11/5/2021	ACH	Cash Withdrawal	4,000.00
11/12/2021	ACH	Cash Withdrawal	4,195.00
11/15/2021	ACH	Cash Withdrawal	1,160.00
11/18/2021	ACH	Cash Withdrawal	3,435.00
11/19/2021	ACH	Cash Withdrawal	2,300.00
11/24/2021	ACH	Cash Withdrawal	3,785.00
11/24/2021	ACH	Cash Withdrawal	2,300.00
12/3/2021	ACH	Cash Withdrawal	3,965.00
12/9/2021	ACH	Cash Withdrawal	4,610.00
12/15/2021	ACH	Cash Withdrawal	2,500.00
12/16/2021	ACH	Cash Withdrawal	4,070.00
12/20/2021	ACH	Cash Withdrawal	1,000.00
12/22/2021	ACH	Cash Withdrawal	3,785.00
12/30/2021	ACH	Cash Withdrawal	3,745.00
1/7/2022	ACH	Cash Withdrawal	3,745.00
1/13/2022	ACH	Cash Withdrawal	3,710.00
1/21/2022	ACH	Cash Withdrawal	3,980.00
1/28/2022	ACH	Cash Withdrawal	4,470.00
2/3/2022	ACH	Cash Withdrawal	4,165.00
2/10/2022	ACH	Cash Withdrawal	4,160.00
2/11/2022	ACH	Cash Withdrawal	1,900.00
2/17/2022	ACH	Cash Withdrawal	3,805.00
2/24/2022	ACH	Cash Withdrawal	4,005.00
3/3/2022	ACH	Cash Withdrawal	4,290.00
3/11/2022	ACH	Cash Withdrawal	4,745.00
3/17/2022	ACH	Cash Withdrawal	4,545.00
3/24/2022	ACH	Cash Withdrawal	4,760.00
3/31/2022	ACH	Cash Withdrawal	5,155.00
4/7/2022	ACH	Cash Withdrawal	4,905.00
4/14/2022	ACH	Cash Withdrawal	5,700.00
4/21/2022	ACH	Cash Withdrawal	5,215.00
4/28/2022	ACH	Cash Withdrawal	5,690.00
5/5/2022	ACH	Cash Withdrawal	5,280.00
5/12/2022	ACH	Cash Withdrawal	5,835.00
5/19/2022	ACH	Cash Withdrawal	6,275.00
5/26/2022	ACH	Cash Withdrawal	5,340.00
6/2/2022	ACH	Cash Withdrawal	4,705.00
6/9/2022	ACH	Cash Withdrawal	5,665.00
6/16/2022	ACH	Cash Withdrawal	4,785.00
6/23/2022	ACH	Cash Withdrawal	4,940.00
6/30/2022	ACH	Cash Withdrawal	4,840.00
7/7/2022	ACH	Cash Withdrawal	4,065.00

7/14/2022	ACH	Cash Withdrawal	4,220.00
7/21/2022	ACH	Cash Withdrawal	5,735.00
7/28/2022	ACH	Cash Withdrawal	5,920.00
8/2/2022	ACH	Cash Withdrawal	600.00
8/4/2022	ACH	Cash Withdrawal	5,045.00
8/9/2022	ACH	Cash Withdrawal	850.00
8/11/2022	ACH	Cash Withdrawal	5,070.00
8/18/2022	ACH	Cash Withdrawal	5,795.00
8/23/2022	ACH	Cash Withdrawal	500.00
8/25/2022	ACH	Cash Withdrawal	5,620.00
9/1/2022	ACH	Cash Withdrawal	5,620.00
9/9/2022	ACH	Cash Withdrawal	4,780.00
9/15/2022	ACH	Cash Withdrawal	5,095.00
9/21/2022	ACH	Cash Withdrawal	400.00
9/22/2022	ACH	Cash Withdrawal	5,095.00
10/6/2022	ACH	Cash Withdrawal	5,210.00
10/13/2022	ACH	Cash Withdrawal	4,575.00
10/20/2022	ACH	Cash Withdrawal	4,885.00
10/27/2022	ACH	Cash Withdrawal	4,995.00
11/3/2022	ACH	Cash Withdrawal	4,515.00
11/4/2022	ACH	Cash Withdrawal	300.00
11/10/2022	ACH	Cash Withdrawal	5,060.00
11/15/2022	ACH	Cash Withdrawal	4,610.00
11/22/2022	ACH	Cash Withdrawal	4,835.00
12/16/2022	ACH	Cash Withdrawal	4,980.00
12/21/2022	ACH	Cash Withdrawal	4,420.00
12/29/2022	ACH	Cash Withdrawal	4,605.00
1/6/2023	ACH	Cash Withdrawal	4,535.00
1/12/2023	ACH	Cash Withdrawal	4,925.00
1/19/2023	ACH	Cash Withdrawal	4,905.00
1/23/2023	ACH	Cash Withdrawal	1,275.00
1/25/2023	ACH	Cash Withdrawal	4,680.00
2/2/2023	ACH	Cash Withdrawal	4,965.00
2/8/2023	ACH	Cash Withdrawal	5,150.00
2/17/2023	ACH	Cash Withdrawal	5,035.00
2/23/2023	ACH	Cash Withdrawal	3,975.00
3/3/2023	ACH	Cash Withdrawal	4,350.00
3/10/2023	ACH	Cash Withdrawal	4,890.00
3/16/2023	ACH	Cash Withdrawal	3,955.00
3/23/2023	ACH	Cash Withdrawal	4,730.00
3/31/2023	ACH	Cash Withdrawal	4,885.00
4/6/2023	ACH	Cash Withdrawal	5,315.00
4/14/2023	ACH	Cash Withdrawal	4,805.00
4/20/2023	ACH	Cash Withdrawal	5,395.00
4/27/2023	ACH	Cash Withdrawal	4,915.00
5/4/2023	ACH	Cash Withdrawal	5,060.00
5/11/2023	ACH	Cash Withdrawal	4,910.00

5/19/2023	ACH	Cash Withdrawal	5,590.00
5/25/2023	ACH	Cash Withdrawal	4,580.00
6/1/2023	ACH	Cash Withdrawal	5,175.00
6/8/2023	ACH	Cash Withdrawal	4,870.00
6/16/2023	ACH	Cash Withdrawal	2,695.00
7/7/2023	ACH	Cash Withdrawal	8,265.00
8/1/2023	ACH	Cash Withdrawal	560.00
8/2/2023	ACH	Cash Withdrawal	2,060.00
8/11/2023	ACH	Cash Withdrawal	4,900.00
8/17/2023	ACH	Cash Withdrawal	5,055.00
8/25/2023	ACH	Cash Withdrawal	2,850.00
9/1/2023	ACH	Cash Withdrawal	6,525.00
9/7/2023	ACH	Cash Withdrawal	4,680.00
9/12/2023	ACH	Cash Withdrawal	800.00
9/18/2023	ACH	Cash Withdrawal	4,735.00
			637,679.89